

# HOGAN & HARTSON

COLUMBIA SQUARE  
555 THIRTEENTH STREET NW  
WASHINGTON, DC 20004

202/637-5600

WRITER'S DIRECT DIAL NUMBER

202/637-6536

RECORDATION NO. \_\_\_\_\_ FILED 1988

DEC 30 1988 - 10 54 AM

INTERSTATE COMMERCE COMMISSION

6701 ROCKLEDGE DRIVE  
BETHESDA, MARYLAND 20817  
301/493-0030

111 SOUTH CALVERT STREET  
BALTIMORE, MARYLAND 21202  
301/659-2700

RECORDATION NO. \_\_\_\_\_ FILED 1988

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INTERSTATE COMMERCE COMMISSION

8300 GREENSBORO DRIVE  
MCLEAN, VIRGINIA 22102  
703/848-2600

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Office of the Secretary  
Recordations Unit  
Room 2303  
Interstate Commerce Commission  
12th and Constitution Avenue, N.W.  
Washington, D.C. 20423

December 30, 1988

No. 8-3654014

Date DEC 30 1988

Fee \$ 208.00

ICC Washington, D.C.

ATTENTION: Ms. Mildred Lee

Dear Ms. Lee:

Enclosed are an original and one certified true copy of each of the documents described below, to be recorded pursuant to 49 U.S.C. § 11303. These documents are (1) four equipment lease agreements, dated December 15, 1988; (2) four lease supplements No. 1 dated December 30, 1988; (3) four security agreement-trust deeds, dated December 15, 1988 and (4) four security agreement-trust deed supplements No. 1 dated December 30, 1988.

The names and addresses of the parties of Pullman Leasing Trusts Nos. 88-1 through 88-4 are as follows:

(1) The parties to the Equipment Lease Agreement are:

Wilmington Trust Company,  
as lessor  
Rodney Square North  
Wilmington, Delaware 19890  
and

Pullman Leasing Company, as lessee  
200 South Michigan Avenue  
Chicago, Illinois 60604

- (2) The parties to the Lease Supplement No. 1 are:

Wilmington Trust Company,  
as owner-trustee  
Rodney Square North  
Wilmington, Delaware 19890  
and

Pullman Leasing Company, as lessee  
200 South Michigan Avenue  
Chicago, Illinois 60604

- (3) The parties to the Security Agreement-Trust Deed are:

Wilmington Trust Company,  
as owner-trustee  
Rodney Square North  
Wilmington, Delaware 19890  
and

The Connecticut Bank and Trust Company,  
National Association, as security trustee  
One Constitution Plaza  
Hartford, Connecticut 06115

- (4) The parties to the Security Agreement-Trust Deed Supplement No. 1 are:

Wilmington Trust Company,  
as owner-trustee  
Rodney Square North  
Wilmington, Delaware 19890  
and

The Connecticut Bank and Trust Company,  
National Association, as security trustee  
One Constitution Plaza  
Hartford, Connecticut 06115

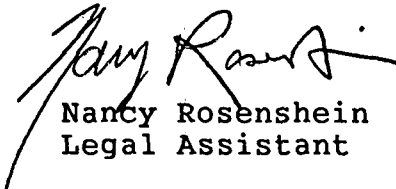
Office of the Secretary  
December 30, 1988  
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A description of the equipment covered by these documents follows:

- 88-1: 400 100-ton 5,850 cfc Covered Hopper Cars  
250 100-ton 3,000 cfc Covered Hopper Cars  
150 23,500-gallon Coiled and Insulated Tank Cars  
50 30,000-gallon Non-Coiled and Non-Insulated Tank Cars  
50 20,000-gallon Coiled and Insulated Tank Cars
- 88-2: 941 100-ton 4,570 cfc Covered Hopper Cars
- 88-3: 793 100-ton 4,570 cfc Covered Hopper Cars
- 88-4: 794 100-ton 4,570 cfc Covered Hopper Cars  
123 20,800-gallon Coiled and Insulated Tank Cars

A filing fee of \$13.00 per document is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the undersigned.

Sincerely,



Nancy Rosenshein  
Legal Assistant

Enclosures

cc: Patrick M. Rahe  
Peter F. Rousselot

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INTERSTATE COMMERCE COMMISSION

## LEASE SUPPLEMENT NO. 1

This LEASE SUPPLEMENT NO. 1, dated December 30, 1988 between Wilmington Trust Company, a Delaware banking corporation, not individually but solely as trustee (the "Owner-Trustee") under the Trust Agreement establishing Pullman Leasing Trust No. 88-1, and Pullman Leasing Company, a Delaware corporation (the "Lessee");

## W I T N E S S E T H:

The Owner-Trustee and the Lessee have heretofore entered into that certain Lease Agreement dated as of December 15, 1988 (the "Lease"). The terms used herein have the meanings specified in the Lease.

The Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof.

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Owner-Trustee and the Lessee hereby agree as follows:

1. The Lessee hereby acknowledges and confirms that it has inspected and approved the following Equipment and on the date hereof the following Equipment has been unconditionally accepted by the Lessee and is now leased under the Lease.

<u>TYPE OF EQUIPMENT</u>	<u>EQUIPMENT COST PER ITEM</u>	<u>DATE ACCEPTED</u>	<u>NUMBER OF UNITS</u>	<u>MARKED AND NUMBERED</u>
100-ton 5850 cfc covered hopper cars	\$43,928.25	Dec. 30, 1988	400	PLCX 46450-46849 incl.
100-ton 3000 cfc covered hopper cars	29,759.89	Dec. 30, 1988	250	BN 441500-441749 incl.
23,500 gallon exterior coiled and insulated tank cars	44,037.55	Dec. 30, 1988	150	PLCX 224527-224626 incl. 224635-224684 incl.
30,000 gallon non-coiled, non-insulated tank cars	37,413.96	Dec. 30, 1988	50	PLCX 129035-129084 incl.
20,000 gallon exterior coiled and insulated tank cars	38,886.94	Dec. 30, 1988	<u>50</u>	PLCX 220521-220570 incl.
			<u>900</u>	

The Lessee represents and warrants that the foregoing Items of Equipment are free and clear of all liens, claims and encumbrances except the Lien of the Security Agreement and except any Liens which may have been created by the Owner-Trustee. The Lessee certifies that the foregoing Items of Equipment are in good order and condition, and conform to the specifications applicable thereto, that the Lessee has no knowledge of any defect in any of the foregoing Items of Equipment with respect to design, manufacture or condition or in any other respect. The Lessee covenants that as soon as practicable but in any event not later than December 31, 1990 each Item will be labeled by means of a plate or a stencil printed in contrasting colors upon each side of the Item in letters not less than one inch in height as follows:

"Leased from Bank or Trust Company, as Trustee, and Subject to a Security Interest Recorded with the I.C.C."

2. The date of delivery and acceptance of the Equipment is the date of this Lease Supplement set forth in the opening paragraph hereof.

3. The Total Equipment Cost for the Equipment is \$35,431,949.00.

4. The execution of this Lease Supplement will in no way relieve or decrease the responsibility of either Manufacturer for the warranties it has made with respect to the Equipment.

5. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Lease Supplement may refer to the "Lease Agreement dated as of December 15, 1988", the "Lease dated as of December 15, 1988" or the "Equipment Lease dated as of December 15, 1988," or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement unless the context shall otherwise require.

6. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, except as herein modified, shall be and remain in full force and effect.

7. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

8. There has been no prepayment of the Rent.

IN WITNESS WHEREOF, the Trustee and the Lessee have caused this Lease Supplement to be duly executed as of the date and year first above written and to be delivered as of the date first above written.

WILMINGTON TRUST COMPANY, not  
individually but solely as  
Trustee under Pullman Leasing  
Trust No. 88-1

By: 

Its: \_\_\_\_\_

PULLMAN LEASING COMPANY

By: 

Its: V.P.

This Lease Supplement and the Lease referred to herein and the rentals and other sums due and to become due hereunder and thereunder have been assigned to and are subject to a security interest in favor of The Connecticut Bank and Trust Company, National Association, as Security Trustee under a Security Agreement-Trust Deed dated as of December 15, 1988 between said Security Trustee and the Owner-Trustee hereunder, as Debtor. Information concerning such security interest may be obtained from the Security Trustee at its address set forth in Section 21.1 of said Lease.

STATE OF ILLINOIS     )  
                               )  
 COUNTY OF COOK        )

SS:

On this 30th day of December 1988, before me personally appeared WILLIAM B. SONOEN III, to me personally known, who being duly sworn, says that he is a ~~(\*)~~ VICE PRESIDENT of WILMINGTON TRUST COMPANY, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
 Notary Public

[NOTARIAL SEAL]

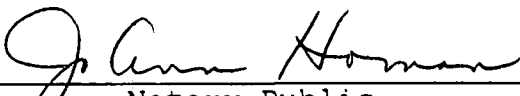
My Commission Expires:

My Commission Expires July 15, 1989

STATE OF ILLINOIS     )  
                               )  
 COUNTY OF COOK        )

SS:

On this 30th day of December 1988, before me personally appeared TERRENCE G. HEIDKAMP, to me personally known, who being by me duly sworn, says that he is a ~~(\*)~~ VICE PRESIDENT of PULLMAN LEASING COMPANY, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
 Notary Public

My Commission Expires:

My Commission Expires July 15, 1989

[NOTARIAL SEAL]